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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 26, 1986. The mortgagor is GERALDINE M. BONESS AND RANDALL C. BONESS, HER HUSBAND ("Borrower"). This Security Instrument is given to DES PLAINES NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, which is organized and existing under the laws of the United States of America, and whose address is 678 Lee Street, Des Plaines, Illinois 60016. Borrower owes Lender the principal sum of THIRTY TWO THOUSAND AND NO/100***** Dollars (U.S. \$ 32,000.00****). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 26, 1991. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

Lot 44 in Des Plaines Manor, being a resubdivision of parts of Lots 3 and 4 in Circuit Court Commissioners Partition of the Lands of Christ Moeller Estate in the Fractional Southwest Quarter of Section 18, Township 41 North, Range 12 East of the Third Principal Meridian, in the city of Des Plaines, Maine Township, Cook County, Illinois

EFO
Permanent Index Number 09-18-311-002

THIS IS A JUNIOR MORTGAGE

which has the address of 21 E. Kathleen Drive, Des Plaines,
(Street) (City),
Illinois 60016 ("Property Address"); (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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NAME	DES PLAINES NATIONAL BANK
STREET	21 E. Katchleen Drive Des Plaines, IL
CITY	DES PLAINES 60016
STATE	ILLINOIS
ZIP CODE	60016
INSTRUCT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE	DESPALAINES NATIONAL BANK 21 E. Katchleen Drive Des Plaines, IL

ESTIVELY

Given under my hand and official seal, this 26th day of December, 1965
SCEI forth.

do hereby certify that . . . GERALDINE M. BONNESS AND RANDAL C. BONNESS . . . personally known to me to be the same person (✓) whose name (s) are . . . subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . . . they . . . signed and delivered the said instrument as . . . their . . . free and voluntary act, so the uses and purposes therein

1. Wendy A. Ellengren *Notary Public in and for said county and state.*

STATE OF ILLINOIS County Goal [Redacted] [Redacted]

BY SIGNING BELOW, BORROWER AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS SECURITY
INSTRUMENT AND IN ANY RIDER(S) EXECUTED BY BORROWER AND RECORDED WITH IT.

Signature of Borrower
Centraline H. Bonner
Borrower
(Seal)

Signature of Borrower
Donald C. Bonner
Borrower
(Seal)

Instrument **Securing** **Attachments** **Accessories** **Other(s) [Specify]**

- Adjustable Frame Rider
- Condorium Rider
- 2-4 Family Rider
- Graduated Flymer Rider
- Planned Unit Development Rider
- Other(s) [Specify]

Instrumentation: The application instrument is the rider(s) used as a part of this security.

23. Finally, as to this Security Instrument, if one or more non-riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

22. **Waiver of Homeestead.** Borrower waives all right of homestead exemption in the Property.

21. **Release.** Upon release of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recodification costs.

20. **Waiver of Recourse.** Recourse shall be waived in favor of the Secured Party.

20. Lender in Professional, Upon acceptance under Paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorney's fees and costs of title evidence.

secured by this Security Instrument, for exclusive benefit of the Property. The notice shall further inform Borrower of the right to remanifest after acceleration and the right to assert in the foreclosure proceeding the non-
pecuniary instrument without further demand and may require that Security Instrument be judicially proceedings.

non-union form cover variants. Remodels and Leander interim cover agreements and bridge resolutions.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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UNIFORM COVENANTS. Borrower and Lender agree as follows:

- 1. Payments of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law and late charges due under the Note, Borrower shall pay when due bases of current data and reasonable estimates of future escrow items, if any. These items are called "escrow items." Lender may estimate the funds due on the Note, if any. (c) Yearly hazard insurance premiums; (d) yearly leasehold payments or ground rents on the Note, until the Note is paid in full, a sum ("Funds"), equal to one-twelfth of (a) yearly taxes and assessments due under the Note, plus the security premium.
- 3. State Agency (including state and local governments) deposits or accounts of which are insured under Guarantees by a federal or state agency.** The funds held in an institution the deposits of which are insured under Guarantees by a federal or state agency.
- 4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the amount of the funds held by Lender to make up the deficiency in one of the following:

 - (a) To amounts payable under Paragraph 2; fourth, to late charges due under the Note; second, to payments received by Lender under Paragraphs 1 and 2; third, to amounts payable under the Note; first, to amounts payable under Paragraphs 1 and 2.
 - (b) Concessions in writing to the manager accepted by the lien in good faith by Lender.

- 5. Hazard Insurance.** Borrower shall keep the insurance now existing or hereafter created on the property of Lender and Lender shall have the right to hold the policies and renewals. If Lender retains, Borrower shall promptly give to Lender receipts of paid premiums and renewals notices. In the event of loss, Borrower shall promptly give to the insurance carrier proof of loss to Lender.
- 6. All insurance policies and renewals shall be acceptable to Lender and Lender shall include a standard mortgage clause.** Unless Lender and Borrower otherwise agree in writing, any application of proceeds to restoration of repair of the property of Lender and Borrower or to otherwise agree in writing, any application of proceeds shall be applied to repair of the property of Lender.
- 7. Preservation of Leases and Mortgages; Leasehold.** Borrower shall not damage or subdivide any leasehold interest in the property of Lender to the extent that such damage or subdivision would interfere with the use of the property by Lender.
- 8. Change of Property; Mortgagor's Rights in Leases.** If Lender sells or conveys his interest in the property of Lender to another person, Borrower shall not be liable to Lender for any acts or omissions of the new owner of the property.
- 9. Prepayment and Maintenance of Property; Leasehold.** Borrower shall comply with the provisions of the lease, and if Borrower acquires title to the property, Borrower shall pay all sums secured by the lease to Lender.
- 10. Lender's Right to Foreclose.** Lender may exercise his rights under the Note and Lender does not have to do so.